

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON**

**UNITED STATES OF AMERICA,** )  
 )  
 **Plaintiff** )  
 )  
 **v.** )  
 )  
 **SHELL PIPELINE COMPANY LP fka** )  
 **EQUILON PIPELINE COMPANY LLC** )  
 **and OLYMPIC PIPE LINE COMPANY,** )  
 )  
 **Defendants.** )  
 \_\_\_\_\_ )

**Civil Action No. CV02-1178R**

**APPENDIX A TO THE CONSENT  
DECREE BETWEEN THE UNITED  
STATES OF AMERICA AND  
OLYMPIC PIPELINE COMPANY  
(SPILL PREVENTION AND  
MITIGATION REQUIREMENTS)**

**I. INTRODUCTION**

A. The United States alleges in the Complaint, based on information currently available to EPA, that the following factors caused or contributed to the Incident involving the Pipeline System:

1. Failure to supervise, inspect, or monitor construction activity near the Pipeline so as to prevent or detect physical damage to the Pipeline near the location of the rupture;

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2. Failure to evaluate properly and repair physical damage to the pipeline near the location of the rupture;
3. Inadequacies in the design, construction, maintenance, and operation of a facility on the Pipeline System known as the Bayview Station and equipment located at or near the Bayview Station;
4. Inadequacy of the computer system used to monitor and control the Pipeline System;
5. Operator error on the day of the rupture; and
6. Management decisions related to these factors.

B. Based on initial reports and information currently available to EPA, the United States alleges that the portion of the Pipeline that ruptured was buried at a depth of several feet.

C. Olympic, by entering into the Consent Decree and performing the work required by, and complying with the other requirements of, this Appendix, does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

D. The Spill Prevention and Mitigation Requirements described below are designed to address the alleged causes or contributing factors of the Incident described above in Paragraph A.

## **II. DEFINITIONS**

1. Unless otherwise expressly provided herein, the terms used in this Appendix that are defined in the CWA, or in the regulations promulgated thereunder, shall have the meaning assigned to them in the CWA, or in such regulations. Additionally, the terms used in this Appendix shall have the meaning assigned to them in Paragraph 5 of the Consent Decree to which this Appendix is attached, ASME B31.4-2002, and

ASME B31G-1991. Whenever terms listed below are used in this Appendix or in the Exhibits attached to this Appendix, the following definitions shall apply:

- a. "ASME" shall mean the American Society of Mechanical Engineers.
- b. "ASME B31.4-2002" shall mean a document entitled "Pipeline Transportation Systems for Liquid Hydrocarbons and Other Liquids, ASME Code for Pressure Piping," 2002 edition, a copy of which is attached to, and incorporated into this Appendix as Exhibit 1.
- c. "ASME B31G-1991" shall mean standards prescribed by the ASME entitled "Manual for Determining the Remaining Strength of Corroded Pipelines," a copy of which is attached to, and incorporated into this Appendix as Exhibit 2.
- d. "Analyzed ILI Data" shall mean a written report from an ILI Contractor or other qualified employee or agent of Olympic analyzing raw data from an ILI to identify suspected or predicted defects and anomalies.
- e. "Bottom-Side of the Pipeline" shall mean the portion of the Pipeline below the 4:00 o'clock and 8:00 o'clock positions on any part of the Pipeline.
- f. "BP" shall mean BP PLC.
- g. "ILI" shall mean in-line inspection.
- h. "ILI Contractor" shall mean an entity in the business of performing ILIs of hazardous liquid pipelines using ILI tools that generate data regarding suspected defects on hazardous liquid pipelines and provide analysis of the data.
- i. "IMC or Independent Monitoring Contractor" shall mean the Independent Monitoring Contractor selected pursuant to Section X of this Appendix.
- j. "MAOP" shall mean maximum allowable operating pressure.
- k. "MFL" shall mean magnetic flux leakage.

- 1 l. "One-Call System" shall mean a system which complies with Revised Code of  
2 Washington § 19.122 or Oregon Revised Statutes § 757.557 whereby interested  
3 members of the public may, without charge, obtain information about the location  
4 of buried pipe.
- 5 m. "OPS" shall mean the United States Department of Transportation, Research and  
6 Special Programs Administration, Office of Pipeline Safety.
- 7 n. "Pipeline" shall mean all portions of the Pipeline System comprising line pipe,  
8 including all main lines, stub lines, and delivery lines.
- 9 o. "SMYS" shall mean the specified minimum yield strength.
- 10 p. "Supervisory Control and Data Acquisition System" or "SCADA System" shall  
11 mean a computer-based communications system that gathers, processes, and  
12 displays data from field instrumentation and allows an operations controller to  
13 execute control functions. Olympic's SCADA System consists of a network of  
14 (1) SCADA System host computers and associated peripherals and software;  
15 (2) pipeline controller workstations, consoles, and software; and (3) field  
16 communications and control devices including programmable logic controllers,  
17 remote terminal units, flow computers, and software. Olympic's SCADA System  
18 operates on a private network that is isolated from any corporate network and the  
19 Internet by means of firewall appliances.
- 20 q. "Top-Side of the Pipeline" shall mean the portion of the Pipeline above the 8:00  
21 o'clock and 4:00 o'clock positions on any part of the Pipeline.

22 **III. CONSTRUCTION OF THIS APPENDIX**

- 23 2. If compliance with a provision of an ASME publication would prevent compliance with  
24 this Consent Decree, Olympic shall comply with this Consent Decree. If compliance

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with a provision of this Consent Decree or of an ASME publication would prevent compliance with an applicable provision of law, regulation, or OPS Corrective Action Order CPF No. 59505H, Olympic shall comply with the requirements of applicable laws, regulations, or OPS Corrective Action Order CPF No. 59505H.

#### IV. INSPECTION FOR DEFECTS IN PIPING AND REPAIRS

##### A. ILI Inspections and Repairs

##### 3. ILIs Using Deformation and MFL Tools.

The Pipeline consists of the segments described in the table below.

Segment	Size	Length (miles)
Cherry Point-Ferndale	16"	5.0
Ferndale-Allen	16"	41.1
Anacortes-Allen	16"	10.3
Allen-Renton	16"	75.6
Allen-Renton	20"	76.2
Renton-Seattle DF	12"	12.4
Renton-SeaTac Terminal	12"	5.5
Renton-Portland DF	14"	147.6
Tacoma Jct-Tacoma DF	8"	3.9
Olympia Jct-Olympia DF	6"	15.5
Vancouver Jct-Vancouver DF	12"	4.5

- a. Olympic shall perform an ILI during 2003 using a deformation ILI tool on all segments of the Pipeline, as described in the above table.
- b. Olympic shall perform ILIs using both MFL and deformation ILI tools on each segment of the Pipeline, as described in the above table, during 2004 or 2005.
- c. For each ILI, Olympic shall ensure that each vendor calibrates the inspection tool in accordance with applicable vendor standards and that each vendor provides verification of the calibration to Olympic.

##### 4. Excavation Requirements and Standards. Within 6 months after Olympic receives or

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1 develops Analyzed ILI Data for the ILIs required by Paragraph 3 of this Appendix, but in  
2 no event later than 1 year after Olympic or its ILI Contractor completes each ILI required  
3 by Paragraph 3 of this Appendix, Olympic shall excavate and further evaluate the need to  
4 repair any portion of the Pipeline for which Olympic has reasonable grounds to predict or  
5 suspect any of the defects or anomalies described below.

- 6 a. dents on the Top-Side of the Pipeline of a depth that exceeds 2% of the nominal  
7 pipe diameter;
- 8 b. dents on the Bottom-Side of the Pipeline of a depth that is greater than or equal to  
9 4% of the nominal pipe diameter;
- 10 c. any dent located on any detected long seam, repair weld, or girth weld;
- 11 d. any dent, identified by ILI tools, which has indication of metal loss;
- 12 e. metal loss anomalies located in the main body of the Pipeline that have depths  
13 equal to or greater than 40% of the nominal wall thickness;
- 14 f. metal loss anomalies located in the main body of the Pipeline that have depths  
15 between 20% and 40% of the nominal wall thickness and either have (1) a  
16 predicted failure pressure less than or equal to 100% of the SMYS of the affected  
17 pipe based on criterion in ASME B31G-1991; or (2) a predicted failure pressure  
18 greater than or equal to 139% of a reduced MAOP if the reduced MAOP is  
19 calculated based on criteria in ASME B31G-1991 related to factors other than  
20 pipe design;
- 21 g. metal loss anomalies located within 0.2 feet of a girth weld that have depths equal  
22 to, or greater than 40% of the nominal wall thickness;
- 23 h. metal loss anomalies that are determined to be preferential to any detected long  
24 seams, girth welds, or heat affected zones;

- i. metal loss anomalies identified by ILI tools as gouges or grooves;
- j. any casing-end that is either touching the carrier pipe or is eccentric and has associated metal loss; or
- k. metal objects that are touching the pipe.

5. Repair Requirements and Standards. Within 6 months after Olympic receives or develops Analyzed ILI Data for ILIs required by Paragraph 3 of this Appendix, but in no event later than 1 year after Olympic or its ILI Contractor completes each ILI required by Paragraph 3 of this Appendix, Olympic shall repair, or remove and replace, any portion of the Pipeline that has any of the defects described below. Olympic shall perform the repair, or removal and replacement, of any portion of the Pipeline pursuant to this Paragraph in accordance with the standards in ASME B31.4-2002 Parts 451.6.2(b)-(c) and 451.6.3, and in a manner sufficient to ensure the integrity of the Pipeline.

- a. dents of any size containing a scratch, crack, gouge, or groove;
- b. dents of any size with metal loss;
- c. dents of any size that affect pipe curvature at a girth weld, longitudinal seam weld, or repair weld such as a patch, sleeve, or puddle weld;
- d. dents of any size coincident with an internal defect;
- e. dents of a depth that is greater than or equal to 4% of the nominal pipe diameter;
- f. selective seam corrosion of, or along, seam welds;
- g. corrosion metal loss with a failure pressure less than or equal to 100% of the SMYS of the affected pipe, calculated using the criterion in ASME B31G-1991;
- h. metal loss greater than 50% of the nominal wall thickness in areas of general corrosion;
- i. weld anomalies with a metal loss greater than 50% of nominal wall thickness;

- j. cracks of any size;
- k. scratches, gouges, and grooves of any size; or
- l. arc burns of any size.

6. Notwithstanding the schedule for excavations and repairs in Paragraphs 4 and 5 of this Appendix, Olympic shall repair immediately any defect that poses an imminent threat to the integrity of the Pipeline including, but not limited to, corrosion metal loss greater than or equal to 80% of the nominal wall thickness. For the purpose of this Paragraph only, “immediately” shall mean as soon as reasonably possible but in any event no longer than 30 days.

7. Extensions of Time to Complete Excavations and Repairs. If Olympic cannot complete excavations and repairs in the time required by Paragraphs 4, 5, and 6 of this Appendix despite reasonable and diligent efforts to do so, Olympic may submit a written request for an extension of time to EPA on or before the original deadline for completing the excavation or repair. After receiving a written request for an extension of time from Olympic pursuant to this Paragraph, EPA shall provide Olympic with a written response in which EPA may, in its discretion, either grant or deny, in whole or in part, the requested extension of time. EPA shall not unreasonably deny a request for an extension of time pursuant to this Paragraph.

## **B. Reporting Requirements**

8. ILI Repair Reports. In addition to the Progress Reports required pursuant to Paragraph 12 of the Consent Decree, within 30 days after the end of each calendar quarter, Olympic shall submit to EPA and the Independent Monitoring Contractor (1) all Analyzed ILI Data received during the quarter; (2) all photographs required by Paragraphs 9 and 10 of this Appendix taken during the quarter; and (3) an ILI Repair



Report that describes the evaluation and repair of anomalies required by Paragraphs 4-6 of this Appendix during the quarter. Additionally, for each anomaly that Olympic excavates or investigates in any way, the ILI Repair Report shall state:

- a. Olympic's Anomaly Designation number and Mile Post Calculation;
- b. the date of the ILI inspection;
- c. the identity of the ILI vendor and a description of the ILI tool used;
- d. a description of the anomaly as reported in the Analyzed ILI Data;
- e. the date that Olympic or its agents excavated and evaluated the anomaly;
- f. a summary of Olympic's findings from each evaluation including:
  1. the depth of gouges and grooves as a function of nominal wall thickness;
  2. the depth of dents as a percentage of pipe diameter;
  3. whether or not the dent affected pipe curvature or a seam or girth weld and, if so, how;
  4. whether or not the dent with the most injurious defect identified at a location contained a scratch, gouge, or groove;
    - i. the length of the scratch, gouge, and groove; and
    - ii. the depth of the scratch, gouge, and groove at its deepest point;
  5. measurements and other field observations regarding crack indications; and
  6. the extent of corrosion as a function of its length, its circumferential extent around the pipe, and as a percentage of wall thickness loss at the deepest point of corrosion;
- g. whether or not the anomaly was repaired or the affected portion of the Pipeline was removed and replaced; and

h. a description of any repair, or removal and replacement, of the affected portion of the Pipeline.

The form prescribed as Exhibit 3 to this Appendix is an acceptable way of presenting the information required by this Paragraph. Olympic shall certify, pursuant to Paragraph 13 of the Consent Decree, that the evaluation and disposition of each defect complied with this Appendix, and shall certify the accuracy of the information contained in each ILI Repair Report. Within 10 days after receiving any request from EPA for a copy of any ILI data, Olympic shall submit the requested ILI data to EPA.

9. Photographs. Olympic shall take digital or other color photographs at each excavation or repair required by Paragraphs 4-6 of this Appendix. Olympic shall make reasonable efforts to ensure that each photograph clearly and accurately depicts the subject of the photograph. At a minimum, the photographs of each excavation or repair shall include:

- a. at least one photograph of the excavation site after the pipe is uncovered;
- b. at least one photograph of each discovered defect or anomaly regardless of whether or not this Consent Decree requires repair;
- c. at least one photograph of the exposed pipe at each defect or anomaly location after repairs are completed but before recoating; and
- d. at least one photograph of the exposed pipe after recoating.

10. Olympic shall label each photograph required by Paragraph 9 with the date and time of the photograph and with either a task or location designator .

**V. THIRD PARTY DAMAGE PREVENTION PROGRAM**

11. Olympic shall comply with the Third Party Damage Prevention Program attached to this Appendix as Exhibit 4.

12. Required Audits of the Third Party Damage Prevention Program. At intervals not exceeding 15 months, but at least once each calendar year, Olympic shall conduct an audit sufficient to ensure compliance with all provisions of Olympic's Third Party Damage Prevention Program and prepare a written audit report. Within 10 days after the date of each audit report required by this Paragraph, Olympic shall submit a copy of the audit report to EPA and the Independent Monitoring Contractor.

**VI. MANAGEMENT OF CHANGE PROGRAM**

13. Olympic shall have in force at all times from the Effective Date of this Decree until this Section of Appendix A is terminated pursuant to Section XXII (Termination) of the Consent Decree the Management of Change Process attached to this Appendix as Exhibit 5. Olympic shall comply with applicable processes set forth in Exhibit 5, and shall document such compliance, for any (1) construction or modification to operational facilities on the Pipeline System; (2) activities required by the Third Party Damage Prevention Program attached to this Appendix as Exhibit 4; (3) activities required by the Equipment Inspection, Maintenance, and Repair Program attached to this Appendix as Exhibit 6; (4) activities required by the Controller and Employee Overview Training Program attached to this Appendix as Exhibit 7; and (5) activities required by Section IV (Inspection for Defects in Piping and Repairs) of this Appendix. Olympic shall prepare the documentation required by this Paragraph no later than 30 days after the change under consideration is adopted and, within 10 days after receiving any request from EPA or the Independent Monitoring Contractor for a copy of any such documentation, Olympic shall submit the requested documents to EPA or the Independent Monitoring Contractor.

14. Required Audits of the Management of Change Program. At intervals not exceeding

1 15 months, but at least once each calendar year, Olympic shall conduct an audit  
2 sufficient to ensure compliance with Olympic's Management of Change Process and  
3 prepare a written audit report. Within 10 days after the date of each audit report required  
4 by this Paragraph, Olympic shall submit a copy of the audit report to EPA and the  
5 Independent Monitoring Contractor.

6 **VII. EQUIPMENT INSPECTION, MAINTENANCE, AND REPAIR PROGRAM**

7 15. Olympic shall comply with the Equipment Inspection, Maintenance, and Repair Program  
8 attached to this Appendix as Exhibit 6.

9 16. Required Audits of the Equipment Inspection, Maintenance, and Repair Program. At  
10 intervals not exceeding 15 months, but at least once each calendar year, Olympic shall  
11 conduct an audit sufficient to ensure compliance with all provisions of Olympic's  
12 Equipment Inspection, Maintenance, and Repair Program and prepare a written audit  
13 report. Within 10 days after the date of each audit report required by this Paragraph,  
14 Olympic shall submit a copy of the audit report to EPA and the Independent Monitoring  
15 Contractor.

16 **VIII. CONTROLLER AND EMPLOYEE OVERVIEW TRAINING PROGRAM**

17 17. Olympic shall comply with the Controller and Employee Overview Training Program  
18 attached to this Appendix as Exhibit 7.

19 18. Required Audits of the Controller and Employee Overview Training Program. At  
20 intervals not exceeding 15 months, but at least once each calendar year, Olympic shall  
21 conduct an audit sufficient to ensure compliance with all provisions of Olympic's  
22 Controller and Employee Overview Training Program and prepare a written audit report.  
23 Within 10 days after the date of each audit report required by this Paragraph, Olympic  
24 shall submit a copy of the audit report to EPA and the Independent Monitoring

Contractor.

**IX. INDEPENDENT MONITORING CONTRACTOR**

19. Within 30 days of the Effective Date of the Consent Decree, Olympic shall initiate the procedure in Section X of this Appendix to select, and contract with, an Independent Monitoring Contractor (IMC) to perform the duties described in Paragraph 22 of this Appendix.

20. Olympic shall cooperate fully with the IMC and shall provide the IMC with access to all records, employees, contractors, and the physical Pipeline System that the IMC or EPA, in their unreviewable discretion, deem appropriate to effectively perform the IMC's duties described in Paragraph 22 of this Appendix.

21. Qualifications. The IMC shall have one or more registered professional engineers experienced in:

- a. the use of ILI technology;
- b. pipeline repair and maintenance;
- c. monitoring third party construction near pipelines;
- d. surveying and the placement and content of pipeline markers; and
- e. operation of systems similar to Olympic's SCADA system during normal and abnormal operations.

22. Duties of the Independent Monitoring Contractor. The Independent Monitoring Contractor shall perform the following duties:

- a. review the reports required by this Consent Decree and any other documents that will help the Independent Monitoring Contractor verify compliance with this Appendix;

- 1 b. review and verify audits conducted by Olympic as required by this Appendix, as  
2 requested by EPA;
- 3 c. conduct each calendar year up to four physical site visits lasting up to 5 days for  
4 each visit, in the unreviewable discretion of the Independent Monitoring  
5 Contractor or at the request of EPA, including employee or contractor interviews,  
6 record review, and inspections and observations of any activities if deemed  
7 appropriate, to assess whether or not Olympic is complying with this Appendix;
- 8 d. confer on request by either Olympic or EPA, after the party contacting the  
9 Independent Monitoring Contractor provides the other party a reasonable  
10 opportunity to participate in the conference, to discuss implementation of this  
11 Appendix and to assist in dispute resolution;
- 12 e. investigate concerns regarding potential noncompliance with this Appendix as  
13 requested by EPA;
- 14 f. immediately notify Olympic of problems that may affect compliance with this  
15 Appendix, and if the problems are not resolved within ten days after the  
16 Independent Monitoring Contractor notifies Olympic, notify EPA and Olympic of  
17 the problems, and summarize those problems in a report to EPA and Olympic that  
18 includes recommendations regarding how Olympic can resolve those problems;
- 19 g. immediately notify Olympic and EPA of any circumstance that may constitute  
20 noncompliance with this Appendix and summarize those circumstances in a  
21 report to EPA and Olympic that includes recommendations regarding how  
22 Olympic can again achieve compliance; and
- 23 h. prepare any reports requested by EPA.
- 24 23. Neither Olympic nor the United States shall be bound by the recommendations of the

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Independent Monitoring Contractor.

**X. PROCEDURE FOR SELECTING, CONTRACTING WITH, AND REPLACING THE INDEPENDENT MONITORING CONTRACTOR**

24. Qualifications and Background. The Independent Monitoring Contractor shall have the education and experience required by Paragraph 21 of this Appendix. The Independent Monitoring Contractor shall not be:

- a. a present employee or contractor of Olympic or BP;
- b. a present employee of any contractor of Olympic or BP, or any owner, parent corporation, subsidiary, or predecessor corporation of Olympic or BP; or
- c. an Olympic contractor, or employee of such contractor, hired to implement any provision of this Appendix other than the provisions of Section IX (Independent Monitoring Contractor).

25. Selection Procedure. The Independent Monitoring Contractor shall be selected pursuant to the procedures described below.

- a. Within 30 days from the Effective Date of this Consent Decree or 30 days from the date that the parties agree on the need for a replacement consultant pursuant to Paragraph 27 of this Appendix, or a final decision affirming the need for a replacement consultant is rendered pursuant to the dispute resolution procedures in Section XIII (Dispute Resolution) of the Consent Decree, Olympic shall submit to EPA a letter providing (1) the names of at least three proposed independent consultants who are willing to serve; (2) a resume or curriculum vitae of each individual who would perform the required work; (3) the terms of payment for each consultant's services; and (4) a description of any current or past financial relationship between each proposed consultant, and the consultant's

1 employees who will perform the required work, and Olympic, BP, or the related  
2 entities specified in Paragraph 24 of this Appendix, which Olympic shall certify  
3 as accurate. After receiving such information, EPA shall submit a letter to  
4 Olympic that either accepts one of the consultants or rejects all of them. If the  
5 letter from EPA accepts one of the consultants, Olympic shall contract with the  
6 consultant to perform the required work in accordance with the procedure in  
7 Paragraph 26 of this Appendix.

- 8 b. If EPA rejects all of Olympic's proposed consultants, EPA shall then submit to  
9 Olympic a letter providing (1) the names of at least three proposed independent  
10 consultants who are willing to serve; (2) a resume or curriculum vitae of each of  
11 consultants' personnel who would perform the required work; and (3) a  
12 description of any current or past financial relationship related to this case  
13 between each proposed consultant and the United States. Olympic then shall  
14 have 30 days from the date of such letter to submit to EPA a letter accepting one  
15 of the three proposed consultants or rejecting all of them. If Olympic accepts one  
16 of the three consultants proposed by EPA, Olympic shall contract with the  
17 consultant to perform the required work in accordance with the procedure in  
18 Paragraph 26 of this Appendix. If Olympic rejects all of the consultants proposed  
19 by EPA, EPA then may select one of the six consultants proposed by Olympic  
20 and EPA to perform the required work and notify Olympic in writing of the  
21 consultant selected. Within 30 days of the date of EPA's written notification of  
22 the consultant selected, Olympic shall either enter into a contract with the  
23 consultant to perform the required work in accordance with the procedure in  
24 Paragraph 26 of this Appendix or invoke the dispute resolution procedures in



Section XIII (Dispute Resolution) of the Consent Decree.

26. Contracting Procedure. Within 30 days of the date of a letter from EPA or Olympic, or a final decision pursuant to the dispute resolution procedures in Section XIII (Dispute Resolution) of the Consent Decree, designating the Independent Monitoring Contractor, Olympic shall draft, and submit to EPA for approval, a proposed contract obligating the Independent Monitoring Contractor to perform the duties described in Paragraph 26 of this Appendix. Within 15 days after the date of any letter from EPA notifying Olympic of any needed revisions to the contract with the Independent Monitoring Contractor, Olympic shall incorporate the revisions and submit the revised contract to EPA for approval. Within 30 days of the date of EPA's written approval of the contract, Olympic shall enter into the contract with the Independent Monitoring Contractor, and submit a copy of the executed contract to the United States.
27. Replacement Procedure. If the Independent Monitoring Contractor becomes unable or unwilling to perform or complete the required work, or for other good cause, Olympic and EPA shall confer in good faith regarding whether or not Olympic and EPA need to select a replacement Independent Monitoring Contractor. If Olympic and EPA agree on the need to select a replacement Independent Monitoring Contractor, Olympic and EPA shall select the replacement Independent Monitoring Contractor in accordance with the selection procedures in Paragraph 25 of this Appendix. If Olympic and EPA do not agree on the need to select a replacement Independent Monitoring Contractor, either Olympic or EPA may invoke the dispute resolution procedures in Section XIII (Dispute Resolution) of the Consent Decree. The inability or unwillingness of the Independent Monitoring Contractor to perform its duties shall not result in an extension of the

duration of the terms and provisions of this Appendix or of the Consent Decree.

**XI. FORMS**

28. Where this Appendix requires the use of specified forms, samples of which are attached to this Appendix, Olympic may use different forms, including electronic forms, containing the same information.

**XII. EXHIBITS**

29. The following exhibits are attached to, and incorporated into this Appendix:

“Exhibit 1” is ASME B31.4-2002.

“Exhibit 2” is ASME B31G-1991.

“Exhibit 3” is Olympic’s Form of ILI Repair Report.

“Exhibit 4” is Olympic’s Third Party Damage Prevention Program.

“Exhibit 5” is Olympic’s Management of Change Process.

“Exhibit 6” is Olympic’s Equipment Inspection, Maintenance, and Repair Program.

“Exhibit 7” is Olympic’s Controller and Employee Overview Training Program.